FIRST AMENDMENT TO

EXPLORATION AGREEMENT WITH OPTION

TO ACQUIRE MINING LEASE

THIS FIRST AMENDMENT TO EXPLORATION AGREEMENT WITH OPTION TO ACQUIRE MINING LEASE (the "Agreement") is made and entered into as of August 3, 1979, by and between RESOURCE PROCESSORS, INC., a Georgia corporation ("Resource"), and CYPRUS MINES CORPORATION, a New York corporation ("CMC").

WITNESSETH

WHEREAS, pursuant to an Exploration Agreement With Option To Acquire Mining Lease dated as of May 4, 1979 (the "Exploration Agreement"), Resource has granted to CMC an exclusive option (the "Option"), exercisable at any time during the term of the Exploration Agreement, to acquire, for the payment upon exercise of the sum of $110,000 in cash (the "Exercise Price") and certain royalties as provided in Exhibit B to the Exploration Agreement, a mining lease dated November 30, 1972, by virtue of which Madison Minerals, Inc., a Montana corporation, leased to Resource certain property situated in

PLAINTIFF'S EXHIBIT CAM-76

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WIT: Mulryan
DATE: 7-17-15
G. LUCAS, RPR, RMR, CRR, CLR

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Madison County, Montana, as described in Exhibit A to the Exploration Agreement; and

WHEREAS, investigations by CMC subsequent to execution of the Exploration Agreement have convinced it that the value of the subject lease is adversely affected by uncertainties and complexities of title to the subject matter thereof; and

WHEREAS, Resource desires to encourage CMC to continue its activities under the Exploration Agreement; and

WHEREAS, Resource and CMC desire to amend the Agreement to reduce the Exercise Price from $110,000 to $7,000.

NOW THEREFORE, in consideration of the foregoing, the terms hereof and other good and valuable consideration receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Amendment of Exercise Price.

The sum payable by CMC to Resource upon exercise of the Option as provided in Section 4 of the Exploration

Agreement is hereby reduced from $110,000 to $7,000, provided, however, that except as hereinafter provided this amendment to the Exploration Agreement shall have no effect on the payment of the royalty provided for therein or on any other of the terms or conditions of said Exploration Agreement.

2. Amendment of Royalty Provision.

The maximum amount payable by CMC to Resource pursuant to Section 3 of Exhibit B of the Exploration Agreement shall be limited to an aggregate amount of $1,500,000.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CYPRUS MINES CORPORATION

By [signature]
Vice President

RESOURCE PROCESSORS, INC.

By [signature]

EXPLORATION AGREEMENT WITH OPTION
TO ACQUIRE MINING LEASE

THIS AGREEMENT is made and entered into as of the 4TH day of MAY, 1979, by and between RESOURCE PROCESSORS INC., a Georgia corporation (hereinafter referred to as "Resource"), and CYPRUS MINES CORPORATION, a New York corporation (hereinafter referred to as "CMC"),

W I T N E S S E T H:

THAT, WHEREAS, by virtue of a certain mining lease dated November 30, 1972 (hereinafter referred to as the "Lease"), recorded as instrument Number _______, Book ______, Page _______, in the office of the Recorder of Deeds, _______________ County, State of ____________________, Madison Minerals, Inc., a Montana corporation, leased to Resource certain property situated in Madison County, State of Montana, as more fully described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the property described in Exhibit A shall sometimes be hereinafter referred to as "the Property"; and

WHEREAS, the parties desire that CMC shall have the right to explore the Property for the purposes of determing whether CMC shall acquire the Lease;

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant of Exploration Privilege

In consideration of the terms and conditions hereinafter set forth, Resource does hereby grant to CMC the exclusive right and privilege to enter on the Property for the sole purpose of prospecting, drilling and exploring for talc and related minerals of all kinds and for such purpose shall have the right of free ingress, egress and regress to and from the Property with such persons, tools, machinery and equipment as CMC may

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deem necessary for the purpose of testing the Property for such talc and related minerals. The rights hereby granted shall include the right to drill, test, sample and remove cores and samples in the carrying on of other operations necessary for exploring, drilling, testing, sampling and removing cores and samples, including bulk samples.

2. Duration

This Agreement shall run for a period of eighteen (18) months from the Effective Date first above stated unless sooner terminated or cancelled as hereinafter provided.

3. Compliance with Lease

In order to preserve Resource from loss under the Lease, CMC agrees to perform all of the obligations of Resource under the Lease during the term of this Agreement. CMC expressly agrees to pay the minimum royalty installments payable to Madison Minerals pursuant to the terms of the Lease.

4. Option to Acquire the Lease

Resource hereby grants to CMC the exclusive option, exercisable at any time during the term of this Agreement, to acquire the Lease for the sum of $110,000.00, payable in cash, plus a royalty as specified in Section 3 of the Assignment of Mining Lease attached hereto as Exhibit B. Within ten (10) days of receipt by Resource of a notice from CMC of its election to exercise the option granted herein, an escrow shall be opened with a mutually agreeable escrow holder or in lieu of any agreement thereon, with the ____________ Bank, City of __________________________________. The closing of the escrow shall be within thirty (30) days after the opening or, lacking any notice of withdrawal by either party who is complying with the escrow instructions, as soon thereafter as it can be closed. The escrow shall be upon the following conditions:

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(a) CMC shall deposit, in cash, the amount of $110,000.00 which cash the escrow holder shall hold for the account of Resource when Resource has deposited in escrow an assignment in the form of Exhibit B assigning the Lease to CMC with the reservation to Resource of the five percent (5%) royalty specified therein with warranty that Resource owns such Lease free and clear of all liens and encumbrances. Title to the Property subject to the Lease shall be free and clear of all liens and encumbrances except those as CMC may accept or agree to in writing.

(b) Resource shall pay the transfer stamps, if any, and CMC shall pay all recording costs. The costs of escrow shall be evenly divided between Resource and CMC. Where not otherwise provided for, the escrow holder's standard escrow terms and conditions shall apply.

(c) Time shall be the essence of the assignment and the purchase.

(d) Resource shall deliver on or before the close of escrow an estoppel letter from Madison Minerals Inc. in a form satisfactory to counsel for CMC setting forth the date of the Lease and all amendments thereto, if any, the consent of Madison Minerals to the assignment of the Lease to CMC, the rent and royalty payable thereunder and certifying that no event of default or event which either the passage of time or the giving of notice would constitute an event of default has occurred under the Lease.

In addition, if CMC exercises the option to acquire the Lease, CMC agrees to purchase the operable mobile equipment used by Resource on the Property at market value to be established by the average of the appraisals of the equipment by two independent appraisers, one selected by each party. Each appraiser must stand ready to purchase the equipment at the value appraised.

5. Inspection

The duly authorized representative of Resource shall be permitted to enter on the Property and the workings thereon of CMC at all reasonable times for the purpose of inspection, but Resource shall enter upon the said Property at Resource's risk and in such a manner as not to hinder unreasonably the operations of CMC. Resource shall indemnify and hold harmless CMC from any damage, claim or demand by reason of injury to or the presence of Resource, its agents or representatives, or any of them, on the said Property or the approaches thereto.

6. Removal of Equipment

CMC shall have, and it is hereby given and granted, thirty (30) days after a valid forfeiture, surrender or other termination of this Agreement, to remove from the Property all warehouse stock, merchandise, materials, tools, hoists, compressors, engines, motors, pumps, transformers, electrical accessories, metal or wooden tanks, pipes and connections, mine cars, and any and all other machinery, trade fixtures, and equipment, erected or placed in or upon said Property by it, together with all ore broken in stopes or workings except mine and timber in place and permanent improvements.

7. Liens and Notices of Non-Responsibility

CMC agrees to keep the Property at all times free and clear of all liens, charges and encumbrances of any and every nature and description done, made or caused by it, and to pay all indebtedness and liabilities incurred by or for CMC which may or might become a lien, charge or encumbrance against the Property before such indebtedness and liabilities shall become a lien, charge or encumbrance, and Resource may always post upon the Property and keep posted thereon in a conspicuous place a notice of non-responsibility prepared by Resource. CMC will, in the event such notice is destroyed or has been removed, upon finding same, notify Resource.

8. Compliance with Laws

CMC shall so conduct itself with respect to the Property and its exploration, as to fully comply in every respect with the applicable laws of the State of Montana and the United States of America and all pertinent and applicable regulations of any governmental agency or body having jurisdiction.

9. Insurance

(a) CMC shall place in effect and maintain in full force and effect during the term of this Agreement such Workmen's Compensation Insurance as is required by the laws of the State of Montana.

(b) CMC agrees to carry an insurance policy with limits of not less than One Million Dollars ($1,000,000) per person, Two Million Dollars ($2,000,000) per occurrence, and One Half Million Dollars ($500,000) property damage.

10. Suspension of Obligations

If Resource or CMC shall be unable to perform its obligations as designated under the terms of this Agreement, other than the obligation to pay money, by reason of fire, unavailability of transportation or necessary equipment, action of government authority, strike, riot, flood, windstorm or other damage by the elements, or any other unavoidable casualty, which causes hereinafter are called "Force Majeure", such obligation on its part shall at once be suspended and such suspension shall continue until a reasonable time following cessation of such condition.

11. Cancellation by Resource

In case of failure of CMC to keep and perform its obligations under this Agreement, Resource may give to CMC written notice of default, specifying the details of the same. If such default is not remedied within thirty (30) days after the receipt of said notice, provided the same can reasonably be done within that time, or, if not, if CMC has not within that time commenced action to cure the same and does not thereafter diligently prosecute such action to completion, then this Agreement may be cancelled at the option of Resource by written notice to CMC. No forfeiture, however, shall be based on a default hereunder or on a failure to remedy the same, when resulting from any cause beyond the control of CMC, including, without limitation, the Force Majeure provisions of Section 10.

12. Termination by CMC

CMC may, at any time, prior to actual assignment of the Lease pursuant to Section 4 of this Agreement, terminate this Agreement by giving thirty (30) days' written notice to Resource and tendering to Resource a written release thereof in proper form for recording; and thereupon CMC shall be released from all further obligations and liabilities under this Agreement except to account for and make payments accrued during the term hereof. Tender of the release may be made by mailing same to Resource at the address then in effect under Section 18 hereof.

13. Yielding Up

In the event of the termination of this Agreement, for any cause whatsoever, then and in that event CMC shall and will peaceably surrender and yield up the Property to Resource, free and clear of any and all liens, charges and encumbrances done, made or caused by CMC. Drill, mining and other roads, sites and excavations, made by CMC, need not be restored or filled, but shall be left in safe condition. Drill cores, logs and records shall be given to Resource.

14. Representation of Title

Resource covenants, which covenant shall survive termination of this Agreement, that each unpatented mining claim described in Exhibit A was properly located under the mining laws of the United States and the State of Montana; that all locations and assessment work has been properly and timely performed on each unpatented mining claim contained within the Property; that Resource has good right and full power to grant the rights for the purposes herein set forth; that the Property is free from all encumbrances except as otherwise set forth herein; and that Resource has not committed, except as otherwise set forth herein, nor will Resource in the future commit, any act or acts which will encumber, or cause a lien to be placed against, the Property except subject and subordinate to the terms of this Agreement.

15. Taxes

CMC shall pay all taxes assessed against any improvements which it may place on the Property and shall also pay any increase in taxes on the Property due to its operation thereon. CMC may take such action as it deems proper to obtain a reduction in or refund of taxes paid or payable by it and in connection therewith may defer the payment of taxes. Resource shall cooperate with CMC in connection with the foregoing.

16. Assessment Work

CMC shall perform the annual assessment work upon or for the benefit of the Property for the assessment work period ending August 31, 1979, and all subsequent assessment years during the term of this Agreement and shall file the necessary affidavits indicating performance of such assessment work; provided, however, if this Agreement is terminated prior to August 1 of any year, CMC shall have no obligation to complete the assessment work for the assessment year ending the following August 31.

17. Sale of Talc From Beaverhead Mine

During the term of this Agreement, CMC agrees to supply to Resource up to seven hundred fifty (750) tons per month of talc from CMC's Beaverhead Mine in Montana at a mutually agreeable price, f.o.b. Beaverhead Mine; provided, however, that any failure to reach an agreement as to price for said talc shall not constitute a default under this Agreement.

18. Notices

All written notices hereunder shall, unless otherwise provided, be mailed by registered mail to the addresses following, until some other address is designated in a notice so given:

If to CMC:
Cyprus Mines Corporation
555 South Flower Street
Los Angeles, California 90071
Attn: Industrial Minerals Department

If to Resource:
Resource Processors Inc.
1822 Bank Street
Summit, New Jersey 07901

or to such other address as hereafter shall be furnished in writing by either party to the other from time to time.

19. Assignment

This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, and their personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CYPRUS MINES CORPORATION

By H. J. Mulligan, Vice President

Attest: ______________________

RESOURCE PROCESSORS INC.

By ______________________

Attest: ______________________

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STATE OF ________________)
) ss.
COUNTY OF________________)

The foregoing instrument was acknowledged before me this ________ day of ______________________, 1979, by ____________ ______________________ as ______________ President and ____________________ as _______________ Secretary of Resource Processors Inc., a Georgia corporation, on behalf of said corporation.

Witness my hand and official seal.

____
Notary Public

My commission expires:_______________________

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me this ________ day of ______________________, 1979, by ____________ ______________________ as ______________ President and ____________________ as _______________ Secretary of Cyprus Mines Corporation, a New York corporation, on behalf of said corporation.

Witness my hand and official seal.

____
Notary Public

My commission expires:_______________________

EXHIBIT A

Description of unpatented mining claims situated in Sections 20 and 29, Township 8 South, Range 3 West, M.P.M., Madison County, State of Montana:

Claim	Recording Information Book	Page
Talc Ridge		
Talc Ridge No. 2		
Talc Ridge No. 3		
Talc Ridge No. 4		
Goldie		

EXHIBIT B

ASSIGNMENT OF MINING LEASE

THIS AGREEMENT is made and entered into as of the ______ day of __________________, 1979, by and between RESOURCE PROCESSORS INC., a Georgia corporation (hereinafter referred to as "Resource"), and CYPRUS MINES CORPORATION, a New York corporation (hereinafter referred to as "CMC"),

W I T N E S S E T H:

THAT, WHEREAS, by virtue of a certain mining lease dated November 30, 1972 (hereinafter referred to as the "Lease"), recorded as instrument Number ______, Book ______, Page ______, in the Office of the Recorder of Deeds, ____________ County, State of _____________________, Madison Minerals, Inc., a Montana corporation, leased to Resource certain property situated in Madison County, State of Montana, as more fully described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the property described in Exhibit A shall sometimes be hereinafter referred to as the "Property"; and

WHEREAS, Resource desires to assign the Lease and all of its interest in the Property to CMC;

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment

In consideration of the terms and conditions of this Assignment, Resource does hereby sell, assign, transfer and convey to CMC all of its right, title and interest in and to the Lease and the Property, together with all rights incident and appurtenant thereto, or used or obtained in connection therewith. Resource represents and warrants that the Lease is valid and in good standing, that all rentals, royalties and other payments payable thereunder have been paid in full when due and there exists no default thereunder.

2. Assumption of Obligations

CMC hereby accepts the assignment of the Lease assigned hereby and agrees to perform all of the obligations of Resource thereunder.

3. Royalty

CMC agrees to pay to Resource royalties on ores mined during the term of Lease as follows:

(a) A minimum annual advance royalty of Ten Thousand Dollars ($10,000.00) payable on the first anniversary date of this Agreement and each anniversary date thereafter while CMC or any affiliated company leases the Property or the Lease remains in effect. All such advance royalty payments shall be accrued and credited against the royalty payable pursuant to paragraph 3(b) hereof.

(b) Five percent (5%) of the value at the mill (but not less than $4.00/ton) of the ground or processed talc product produced from crude ore mined and removed from the Property subject to the following credits:

(i) A credit of $2.00 per ton of ore mined and removed from the Property to cover royalty due Madison Minerals, Inc.

(ii) A credit for any accrued minimum advance royalty payments made pursuant to paragraph 3(a) above.

(iii) If the grinding mill is outside of the State of Montana, all freight costs from the Property to the said mill.

(iv) Royalty payable on each month's sales within 30 days of completion of a calendar month.

"Value" shall mean the net consideration received by CMC for such talc products in bulk f.o.b. cars or trucks at the mill paid or offered to CMC for the talc product by a responsible buyer at the time of shipment. If raw, crude talc ore is sold, the royalty shall be five percent (5%) of the f.o.b. bulk sales price for the lowest priced ground product produced and sold from the mill grinding facilities.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment the day and year above written.

CYPRUS MINES CORPORATION

By_______________________________

Attest:_______________________________

RESOURCE PROCESSORS INC.

By_______________________________

Attest:_______________________________

STATE OF ________________)
) ss.
COUNTY OF________________)

. The foregoing instrument was acknowledged before me this ________ day of ______________________, 1979, by ____________ ______________________ as _____________ President and ___________________ as _______________ Secretary of Resource Processors Inc., a Georgia corporation, on behalf of said corporation.

Witness my hand and official seal.

____
Notary Public

My commission expires:_______________________

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me this ________ day of ______________________, 1979, by ____________ ______________________ as _____________ President and ___________________ as _______________ Secretary of Cyprus Mines Corporation, a New York corporation, on behalf of said corporation.

Witness my hand and official seal.

____
Notary Public

My commission expires:_______________________

EXHIBIT A

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